

1 KAWAHITO SHRAGA & WESTRICK LLP
James K. Kawahito (No. 234851)
2 Alison Rose (No. 268937)
1990 South Bundy Dr., Suite 280
3 Los Angeles, CA 90025
Telephone: (310) 746-5300
4 Facsimile: (310) 593-2520
E-mail: jkawahito@kswlawyers.com
5 arose@kswlawyers.com

6 ATTORNEYS FOR PLAINTIFF
7 Adam Christian

8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA
10 WESTERN DIVISION
11

12 ADAM CHRISTIAN, an individual,

13 Plaintiff,

14 vs.

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16 CUBIC TRANSPORTATION
17 SYSTEMS, INC., a California
18 corporation; URBAN INSIGHTS
19 ASSOCIATES, INC.; a Delaware
corporation; and DOES 1-10,

20 Defendants.
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CASE NO. 2:15-cv-00181

COMPLAINT FOR:

- (1) VIOLATION OF SECTION 43(a) OF THE LANHAM ACT;
- (2) VIOLATION OF SECTION 43(d) OF THE LANHAM ACT;
- (3) VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE SECTION 17200 *et seq.*;
- (4) VIOLATION OF CALIFORNIA COMMON LAW FOR TRADEMARK INFRINGEMENT;
- (5) VIOLATION OF CALIFORNIA COMMON LAW FOR UNFAIR COMPETITION; and
- (6) VIOLATION OF CALIFORNIA BUSINESS &

**PROFESSIONS CODE
SECTION 14247**

DEMAND FOR JURY TRIAL

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1 Plaintiff Adam Christian ("Plaintiff" or "Christian") alleges as follows:

2 **INTRODUCTORY STATEMENT**

3 1. This action is brought to redress an egregious act of willful trademark
4 infringement and cybersquatting by a giant corporation that did so with full
5 knowledge of the wrongfulness of its conduct. Plaintiff is an entrepreneur who has
6 used the marks at issue and become widely known as a result of years of his hard
7 work and effort. Earlier this year he was contacted by Defendant Cubic
8 Transportation Systems, Inc., who wanted to buy the "Urban Insights" domain
9 name Plaintiff had registered and that bore the name of his well-known business.
10 He was also informed that Cubic decided it liked the name "Urban Insights" so
11 much it had already decided to start a new company using the same name.

12 2. Plaintiff ultimately refused to sell the domain or give up a name he
13 had built up with years of hard work. However, the defendant corporation did not
14 care, it proceeded with its plan, formed the new entity using the confusing name,
15 and registered a virtually identical website in the name of that entity. Plaintiff
16 therefore brings this action to address the defendants' knowing, willful, and
17 egregious acts of infringement and bullying.

18 **PARTIES**

19 3. Plaintiff Adam Christian is an individual who resides in the City of
20 Los Angeles, California.

21 4. Upon information and belief, Defendant Cubic Transportation
22 Systems, Inc. ("Cubic") is, and at all relevant times was, a corporation organized
23 under the laws of California, and having its principal place of business in the City
24 of San Diego, California.

25 5. Upon information and belief, Defendant Urban Insights Associates,
26 Inc. ("UIA") is, and at all relevant times was, a corporation organized under the
27 laws of Delaware, and having its principal place of business in the City of
28 Arlington, Virginia. Upon information and belief, UIA is a wholly owned

1 subsidiary of Cubic.

2 6. On information and belief, Does 1-10 (collectively, the “Doe
3 Defendants”) are individuals and business entities who have participated or
4 assisted in the conduct alleged herein or are otherwise responsible therefor. The
5 identity of these Doe Defendants presently is not and cannot be known to Plaintiff,
6 but these persons and/or entities will be added as named defendants to this action
7 as and when they are identified. Unless otherwise indicated, Cubic, UIA, and the
8 Doe Defendants are referenced collectively herein as “Defendants.” Plaintiff is
9 informed and believes and on that basis alleges that Defendants, and each of them,
10 are, and at all times herein mentioned were, the agents, servants, employees, joints
11 venturers, partners or alter egos of their co-defendants and were acting at all times
12 within the course, scope, purpose and authority conferred upon that party by
13 contract, approval or ratification, whether such authority was actual or apparent.

14 7. Plaintiff is informed and believes and based thereon alleges that all
15 Defendants, including the fictitious Doe Defendants, were at all relevant times
16 acting as actual agents, coconspirators, ostensible agents, partners and/or joint
17 venturers, alter egos, and employees of all other Defendants, and that all acts
18 alleged herein occurred within the course and scope of said agency, employment,
19 partnership, and joint venture, conspiracy or enterprise, and with the express and/or
20 implied permission, knowledge, consent, authorization and ratification of their co-
21 Defendants; however, each of these allegations are deemed “alternative” theories
22 whenever not doing so would result in a contradiction with the other allegations.

23 **JURISDICTION AND VENUE**

24 8. This Court has jurisdiction by virtue of the fact that: (1) this is an
25 action arising under the Trademark Act of 1946, as amended, 15 U.S.C. §§ 1051,
26 et seq. (the Lanham Act), jurisdiction being conferred in accordance with 15
27 U.S.C. § 1121 and 28 U.S.C. § 1338(a) and (b).

28 9. Jurisdiction for the California state statutory claims is conferred in

1 accordance with the principles of supplemental jurisdiction pursuant to 28 U.S.C.
2 § 1367(a).

3 10. Venue is proper in this Court under 28 U.S.C. § 1391(a) or (b) in that,
4 on information and belief, a substantial part of the events or omissions giving rise
5 to the claims occurred in this District and the damage resulting from these acts
6 occurred in this District.

7 **FACTS**

8 11. Plaintiff Christian is a graduate of the master's program in urban
9 planning at Harvard University's Graduate School of Design, where he specialized
10 in real estate development and transportation planning.

11 12. In or around Los Angeles, California, and no later than 2009,
12 Christian began offering his services in this area using the trade name "Urban
13 Insights", a consulting practice and policy forum that provides an array of
14 consulting, lecturing, commentary, and related services in the urban planning and
15 transit related industries. Christian has used the term Urban Insights continuously
16 from 2009 to the present day in connection with the offering of these services.
17 Christian's consulting services include, but are not limited to, grant application
18 support, funding source identification, feasibility studies, value capture analysis,
19 and long-range financial plans. In addition, Christian performs market studies and
20 highest and best use analysis, advising both public- and private-sector clients on
21 the optimal programming for transit-oriented developments.

22 13. Christian is well known in the urban planning and transportation
23 services communities as the founder of Urban Insights, and as someone who
24 provides services using this trade name. He has been quoted regularly, served as a
25 panelist in this area for industry forums, and become known for his expertise such
26 that he has become widely known and recognized in the industry.

27 **THE URBAN INSIGHTS MARKS**

28 14. Since at least 2009, Plaintiff has made continuous use of the trade

1 name and unregistered marks Urban Insights and “UI” (together, the “Urban
2 Insights Marks”) to promote his consulting practice.

3 15. Plaintiff also uses two unregistered logo service marks (collectively
4 with the Urban Insights Marks, the “logo marks”). Since approximately 2009,
5 Plaintiff has used a logo consisting of the words Urban Insights printed in all
6 capitals (“text logo”). A true and correct copy of the text logo is attached hereto as
7 Exhibit “A.” Plaintiff also uses an unregistered logo service mark consisting of the
8 lowercase letters “ui” printed in white against a black square (“square logo”). A
9 true and correct copy of the square logo is attached hereto as Exhibit “B.”

10 16. For approximately five (5) years, Plaintiff has advertised his
11 consulting services on a website using his trade name Urban Insights, the Urban
12 Insights Marks, and the text logo. This website has been hosted at the domain
13 name www.urbaninsights.com (the “Domain”) for approximately four (4) years.

14 17. Christian has spent years promoting his consulting practice through
15 the Domain and the use of the Urban Insights Marks. He has become widely
16 known and regularly quoted in various media as the operator of Urban Insights and
17 as an expert in the areas of urban planning and transportation services.

18 18. The trade name Urban Insights is inherently distinctive, and therefore
19 immediately protectable upon its use as a mark.

20 19. The Urban Insights Marks and the logo marks are inherently
21 distinctive and derive from the protectable trade name Urban Insights, and
22 therefore are immediately protectable upon their use as service marks.

23 20. The trade name Urban Insights has also become distinctive through
24 the acquisition of secondary meaning, over years of use in the urban planning and
25 transportation services communities. The Urban Insights Marks and logo marks
26 have likewise become distinctive through the acquisition of secondary meaning.
27 The trade name and marks are uniquely identified with Plaintiff’s consulting
28 business.

1 21. Plaintiff's extensive use, promotion and advertising have caused the
2 Urban Insights Marks and trade name to become exceedingly famous.

3 22. The Urban Insights Marks and trade name possess an extraordinarily
4 valuable goodwill that belongs to Plaintiff.

5 23. Upon information and belief, Defendants egregiously, knowingly and
6 willfully chose to use the identical and infringing name "Urban Insights" to trade
7 off of Plaintiff's reputation and goodwill as explained further below.

8 **DEFENDANTS' UNLAWFUL CONDUCT**

9 24. On or around February 10, 2014, Kim Gregory ("Gregory"), Cubic's
10 Manager of Marketing Communications, contacted Christian to request that he sell
11 the Domain to Cubic. Christian was simultaneously contacted by an anonymous
12 domain broker who offered to purchase the Domain for \$150.00. While the
13 domain broker refused to identify his client, on information and belief, he was
14 acting at Cubic's direction in an alternate effort to purchase the Domain. Christian
15 declined both offers.

16 25. On or around March 4, 2014, and April 17, 2014, Gregory again wrote
17 to Christian to request a sale of the Domain, but Christian would not sell the
18 Domain.

19 26. Then, on or around May 9, 2014, Cubic's Director of Strategic
20 Initiatives Phil Silver ("Silver"), also contacted Christian and explained that Cubic
21 was starting a subsidiary using the name "Urban Insights," that it still wished to
22 acquire the domain for that subsidiary's use, and that it would make use of the
23 trade name regardless of whether the Domain was acquired. Christian continued to
24 object to Cubic's efforts to infringe his rights, cause confusion, and misappropriate
25 the Urban Insights Marks in the name of this new entity.

26 27. Once again, on or around June 19, 2014, Silver contacted Christian by
27 email, and in a subsequent conversation, advised him that Cubic's new subsidiary
28 would be calling itself "Urban Insights" and had purchased and registered the

1 domain www.urban-insights.com (“Infringing Domain”). Christian again objected.

2 28. On or around February 10, 2014, at around the same time Cubic first
3 requested the sale of the Domain from Christian, Defendants filed an application
4 with the United States Patent and Trademark Office to register a trademark for the
5 term “Urban Insights” in several classes that overlap with the services Christian
6 provides.

7 29. On information and belief, Cubic has established a facebook page,
8 Twitter account, and YouTube account for its subsidiary using the term “Urban
9 Insights” to identify itself.

10 30. Consequently, in the United States and in California, and on the world
11 wide web, Defendants have advertised consulting services related to transportation
12 and urban planning using Plaintiff’s trade name, the Urban Insights Marks, a
13 substantially similar logo, and a confusingly similar name without authorization or
14 consent. A true and correct copy of UIA’s website homepage is attached hereto as
15 Exhibit “C.”

16 31. Upon information and belief, and as a result of Defendants’
17 unauthorized and extensive use of the name “Urban Insights” the public has been
18 confused as to the Defendants’ relationship to Plaintiff.

19 32. As a result of Defendants’ unauthorized use of the Urban Insights
20 Marks, Plaintiff has lost control of its reputation and goodwill. This has and
21 continues to cause Plaintiff irreparable injury.

22 33. On information and belief, Defendants’ aforesaid uses are with full
23 knowledge that Defendants are violating Plaintiff’s aforesaid rights in the Urban
24 Insights Marks.

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FIRST CLAIM FOR RELIEF
UNFAIR COMPETITION IN VIOLATION OF
SECTION 43(a) OF THE LANHAM ACT
(By Plaintiff Against Defendants)

34. Plaintiff re-alleges paragraphs 1 through 33, inclusive, as if fully set forth herein.

35. Defendants' acts, including but not limited to their conduct in using the Urban Insights trade name to describe the name of their newly formed entity, and to use the term as the address for their competing internet website, have caused or are likely to cause confusion, mistake or deception as to the sponsorship or approval of Defendants' services in that consumers and others in this District and elsewhere in the United States are likely to believe Plaintiff authorizes and controls the provision of Defendants' services in the United States or that Defendants are associated with or related to Plaintiff.

36. On information and belief, Defendants' acts have injured or are likely to injure Plaintiff's image and reputation with urban planning and transportation services professionals and organizations, the media, and prospective purchasers in this District and elsewhere in the United States by creating confusion about, and dissatisfaction with, Plaintiff's services.

37. On information and belief, Defendants' acts have injured or are likely to injure Plaintiff's reputation and relations with urban planning and transportation services professionals and organizations, the media, and prospective purchasers in this District and elsewhere in the United States by causing a diminution of the value of the goodwill associated with the Urban Insights Marks and a loss of business of his consulting practice.

38. Defendants' advertising and purchase of the confusingly similar domain name www.urban-insights.com is a knowing, deliberate, intentional, and willful attempt to injure Plaintiff and his consulting practice, to trade on Plaintiff's

1 reputation, and to confuse, deceive, and/or interfere with Plaintiff's relationships
 2 with urban planning and transportation services professionals and organizations,
 3 the media, and prospective purchasers in the United States and abroad.

4 39. Defendants' acts constitute unfair competition with Plaintiff in
 5 violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

6 40. Defendants' acts greatly and irreparably damage Plaintiff and will
 7 continue to so damage Plaintiff unless restrained by this Court; wherefore, Plaintiff
 8 is without an adequate remedy at law. Accordingly, Plaintiff is entitled to, among
 9 other things, an order enjoining and restraining Defendants from using the Urban
 10 Insights Marks.

11 **SECOND CLAIM FOR RELIEF**
 12 **UNFAIR COMPETITION IN VIOLATION OF**
 13 **SECTION 43(d) OF THE LANHAM ACT**
 14 **(By Plaintiff Against Defendants)**

15 41. Plaintiff re-alleges paragraphs 1 through 33, inclusive, as if fully set
 16 forth herein.

17 42. Defendants have, and are, engaged in acts of cybersquatting of a type
 18 proscribed by Section 43(d) of the Lanham Act, 15 U.S.C. § 1125(d).

19 43. Defendants have registered and/or used and are using the domain
 20 name www.urban-insights.com with a bad faith intent to profit from the Domain
 21 and Plaintiff's Urban Insights Marks. Defendants are using the Infringing Domain
 22 in connection with the advertising and sale of transportation and urban planning
 23 related services in a manner which creates a likelihood of confusion among urban
 24 planning and transportation services professionals and organizations, the media,
 25 and prospective purchasers, thereby inducing them, and others, to believe, contrary
 26 to fact, that the services offered by Defendants are rendered, sponsored, or
 27 otherwise approved by, or connected with Plaintiff, which acts of Defendants have
 28 damaged and impaired that part of Plaintiff's goodwill symbolized by the Urban

1 Insights Marks to Plaintiff's immediate and irreparable damages.

2 44. Defendants' use of the Infringing Domain, in connection with the
3 advertising and sale of transportation and urban planning services, constitutes
4 cybersquatting within the meaning of The Anticybersquatting Consumer Protection
5 Act, Section 43(d) of the Lanham Act, 15 U.S.C. § 1125(d).

6 45. Defendants' use of the Infringing Domain Name entitles Plaintiff to
7 remedies pursuant to Section 43(d) of the Lanham Act of 1946, § 1125(d).

8 46. Defendants' acts of cybersquatting have caused Plaintiff irreparable
9 injury, loss of reputation, and pecuniary damages. Unless, enjoined by this Court,
10 Defendants will continue the acts of cybersquatting complained of herein to
11 Plaintiff's immediate and irreparable damage, for which Plaintiff has no adequate
12 remedy at law.

13 **THIRD CLAIM FOR RELIEF**

14 **UNFAIR COMPETITION IN VIOLATION OF CALIFORNIA**
15 **BUSINESS & PROFESSIONS CODE SECTION 17200**

16 **(By Plaintiff Against Defendants)**

17 47. Plaintiff re-alleges paragraphs 1 through 33, inclusive, as if fully set
18 forth herein.

19 48. Defendants' acts constitute unfair competition in violation of
20 California Business & Professions Code § 17200 et seq.

21 49. Defendants' acts greatly and irreparably damage Plaintiff and will
22 continue to so damage Plaintiff unless restrained by this Court; wherefore, Plaintiff
23 is without an adequate remedy at law. Accordingly, Plaintiff is entitled to, among
24 other things, an order enjoining and restraining Defendants from using the Urban
25 Insights Marks.

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1 **FOURTH CLAIM FOR RELIEF**
2 **TRADEMARK INFRINGEMENT IN**
3 **VIOLATION OF CALIFORNIA COMMON LAW**
4 **(By Plaintiff Against Defendants)**

5 50. Plaintiff re-alleges paragraphs 1 through 33, inclusive, as if fully set
6 forth herein.

7 51. Defendants' acts constitute trademark infringement of the Plaintiff's
8 trademark rights in violation of California common law.

9 52. Defendants' acts greatly and irreparably damage Plaintiff and will
10 continue to so damage Plaintiff unless restrained by this Court; wherefore, Plaintiff
11 is without an adequate remedy at law. Accordingly, Plaintiff is entitled to, among
12 other things, an order enjoining and restraining Defendants from using the Urban
13 Insights Marks.

14 **FIFTH CLAIM FOR RELIEF**
15 **UNFAIR COMPETITION IN VIOLATION**
16 **OF CALIFORNIA COMMON LAW**
17 **(By Plaintiff Against Defendants)**

18 53. Plaintiff re-alleges paragraphs 1 through 33, inclusive, as if fully set
19 forth herein.

20 54. Defendants' acts constitute unfair competition with Plaintiff in
21 violation of the common law of the State of California.

22 55. Defendants' acts greatly and irreparably damage Plaintiff and will
23 continue to so damage Plaintiff unless restrained by this Court; wherefore, Plaintiff
24 is without an adequate remedy at law. Accordingly, Plaintiff is entitled to, among
25 other things, an order enjoining and restraining Defendants from using the Urban
26 Insights Marks.

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SIXTH CLAIM FOR RELIEF

**DILUTION IN VIOLATION OF CALIFORNIA
BUSINESS & PROFESSIONS CODE SECTION 14247**

(By Plaintiff Against Defendants)

56. Plaintiff re-alleges paragraphs 1 through 33, inclusive, as if fully set forth herein.

57. Defendants' acts of dilution by blurring and dilution by tarnishment are likely to impair the distinctiveness and harm the business reputation and goodwill of the famous Urban Insights Marks in violation of California Business & Professions Code § 14247.

58. Defendants' acts greatly and irreparably damage Plaintiff and will continue to so damage Plaintiff unless restrained by this Court; wherefore, Plaintiff is without an adequate remedy at law. Accordingly, Plaintiff is entitled to, among other things, an order enjoining and restraining Defendants from using the Urban Insights Marks.

WHEREFORE, Plaintiff prays that:

1. Defendants and their partners, officers, agents, servants, employees, and attorneys, their successors and assigns, and all others in active concert or participation with Defendants, be enjoined and restrained during the pendency of this action, and permanently thereafter, from using the Urban Insights Marks.

2. Defendants, and all others holding by, through or under Defendants, be required, jointly and severally, to:

- a. account for and pay over to Plaintiff all profits derived by Defendants from their acts of trademark infringement, unfair competition and dilution in accordance with 15 U.S.C. § 1117(a) and the laws of California, and Plaintiff asks that this profits award be trebled in accordance with 15 U.S.C.

1 § 1117(a);

2 b. pay over to Plaintiff all damages incurred by Plaintiff by reason
3 of Defendants' acts of unfair competition and dilution in
4 accordance with 15 U.S.C. § 1117(a) and the laws of
5 California, and Plaintiff asks that this damages award be trebled
6 in accordance with 15 U.S.C. § 1117(a);

7 c. pay to Plaintiff the costs of this action, together with reasonable
8 attorneys' fees and disbursements, in accordance with 15
9 U.S.C. § 1117(a);

10 d. pay to Plaintiff punitive damages in accordance with the
11 common law of the State of California;

12 e. deliver up for destruction all labels, signs, prints, packages,
13 wrappers, receptacles, and advertisements in the possession of
14 the defendant, bearing the Urban Insights Marks in Defendants'
15 possession, in accordance with 15 U.S.C. § 1118;

16 f. disable the website www.urban-insights.com and deliver to
17 Plaintiff that domain name;

18 g. disclaim any association with Plaintiff, his consulting practice,
19 and/or the Domain;

20 h. file with the Court and serve on Plaintiff an affidavit setting
21 forth in detail the manner and form in which Defendants have
22 complied with the terms of the injunction, in accordance with
23 15 U.S.C. § 1116.

24 3. Plaintiff be awarded general, special, and incidental damages in an
25 amount to be proven at trial in accordance with the law of California.

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1 4. Plaintiff has such other and further relief as the Court deems just and
2 equitable.

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4 Dated: January 9, 2015

5 KAWAHITO SHRAGA & WESTRICK LLP
6 James K. Kawahito

7 By: /s/ James K. Kawahito

8 *Attorneys for Plaintiff Adam Christian*
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DEMAND FOR JURY TRIAL

Plaintiff Adam Christian demands a trial by jury of all issues triable of right by jury.

Dated: January 9, 2015

KAWAHITO SHRAGA & WESTRICK LLP
James K. Kawahito

By: /s/ James K. Kawahito

Attorneys for Plaintiff Adam Christian